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**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 03-229**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

### **DESIGN SERVICES OF ROUTE DESIGN AND FUNCTIONAL PLANS OF A 54" WATER TRANSMISSION MAIN; ENVIRONMENTAL STUDY AND FUNCTIONAL PLANS FOR AN URBAN ARTERIAL ROADWAY ON 98<sup>TH</sup> STREET**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, September 10, 2003 in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508. **Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex. Proposal fees will not be disclosed while proposals are being opened.**

A copy of the request for proposal may be obtained from the Purchasing Division web site at:

<http://www.ci.lincoln.ne.us>

All communications relative to this work prior to the opening of the proposals shall be directed to the Project Selection Committee Chair, Mr. Thomas Shafer, Design and Construction Manager, Engineering Services at 402/441-7711.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

## *Replacement*

# REQUEST FOR PROPOSAL SPECIFICATIONS FOR PRELIMINARY AND FINAL ROUTE DESIGN OF A 54" WATER TRANSMISSION MAIN; ENVIRONMENTAL STUDY AND FUNCTIONAL PLANS FOR AN URBAN ARTERIAL ROADWAY

## **1 PROJECT INFORMATION / Purpose and Intent**

- 1.1 The City intends to retain a professional engineering firm to provide normal and customary preliminary design, functional design and easement plats and text legal descriptions, as required.
- 1.2 The scope of services identified in the RFP are meant to serve as a general description of anticipated project tasks.
- 1.3 It is the City's intent to select the best qualified firm based on their statement of qualifications and recommended project approach which best accomplishes the project objective using cost effective methods.
- 1.4 The city will rely on the firm's competence and experience to develop a final scope of services identifying all necessary tasks, meetings and deliverables.
- 1.5 The following represents an additional transmission main recommendation in the Water System Master Plan; and a urban arterial street identified in the 2002 Lincoln Lancaster County Comprehensive Plan.
  - 1.5.1 Design a route for a 54" Transmission Main from the Northeast Pumping Station at 102nd Street & Alvo Road to the Vine Street Reservoir following 98th Street from Alvo Road to Holdrege Street then west to Carlos Drive.
  - 1.5.2 Prepare an Environmental Study and a Functional Design for an Urban Arterial Roadway in the 98th Street Corridor from Cornhusker Highway to Holdrege Street.

## **2 GENERAL SERVICES INFORMATION AND BACKGROUND**

- 2.1 Preliminary Design for Roadway and Water Transmission Main:
  - 2.1.1 Develop, Evaluate, and Recommend alternatives based on cost effectiveness, construct ability or other considerations so that conflicts are avoided with other projects or other future site development features.
  - 2.1.2 Surveying as necessary
  - 2.1.3 Deliverables include:
    - 2.1.3.1 Report on studied alternatives and alternate selected
    - 2.1.3.2 Environmental Study on Alternatives
    - 2.1.3.3 Engineer's opinion of cost for preferred alternative
- 2.2 **Functional Design for Roadway and Water Transmission Main:**
  - 2.2.1 Prepare final design memorandum that defines selected design , providing layout sketches, conceptual design elements, projects budget and project schedule for completion of the design and construction.

## *Replacement*

- 2.2.2 Design progress meetings as appropriate and agreed upon with the City for the complexity of the project.
- 2.2.3 Functional design deliverables shall include the plans and easement documents.
  - 2.2.3.1 Functional plans showing the relationship of the water main and the roadway.
  - 2.2.3.2 Preliminary design plans, with enough detail so that the water main's line and grade are determined based on roadway grades.
  - 2.2.3.3 Location of air relief structures, blow-off structures, etc.,
  - 2.2.3.4 Right of way, and easement descriptions, tract maps, right of way plan sheets, and property plats ready to be sent to the appraiser.
- 2.2.4 Prepare and provide Mylar reproducible sets of drawings in Microstation V8 and Geopak compatible drawing files suitable for transfer to the City's computerized engineering and mapping (CEIS) system and an electronic format CR-ROM record for backup and future corridor development

### 2.3 **Public Involvement Process**

- 2.3.1 Develop and obtain City's approval of a Public Involvement Process
- 2.3.2 Implement Public Involvement Process

## 3 **AVAILABLE INFORMATION:**

- 3.1 The following is a selected list of the most applicable documents that may be of use in this project.
  - 3.1.1 The information regarding the Transmission Main is available for review at the offices of the Lincoln Water System, 2021 North 27th Street, Lincoln, Nebraska.
  - 3.1.2 Information regarding the various As-Builts and County Plats, and existing plans of 98th Street are available for review at the offices of the County Engineer, 444 Cherrycreek Road, Lincoln, Nebraska.
  - 3.1.3 Record drawing for the Water Distribution System is available for review at the offices of Engineering Services, 531 Westgate Blvd., Suite 100, Lincoln, Nebraska.
  - 3.1.4 Stevens Creek Watershed Planning Study is ongoing, information will be available at the pre-proposal meeting from Watershed Management.
- 3.2 Documents can be furnished by contacting in writing the project coordinator.

4      **CITY'S RESPONSIBILITIES**

- 4.1      Designate a Project Representative and City Project Team to coordinate work activities of City Project Team, Consultant, and other affected parties.
- 4.2      Make available all maps, drawings, records, audits, annual reports, and other data that are available in the files of the City which may be useful in the work involved under this Contract.
- 4.3      Make all policy and budgetary decisions so as to allow timely completion of the work.

5      **TENTATIVE PROJECT SCHEDULE**

- 5.1      Pre-Proposal Meeting:      Tuesday, September 2, 2003 at 10:00 AM in Engineering Training Room at 531 Westgate Boulevard, Suite 100
- 5.2      Review & Open RFP's      Wednesday, September 10, 2003
- 5.3      Review of RFP (Short List):      Thursday, September 18, 2003 at 3:30 PM
- 5.4      Notification for Interviews:      Thursday, September 18, 2003 by 5:00 PM
- 5.5      Interviews :      Tuesday, September 30, 2003 from 1:00 to 5:00 in Engineering Training Room at 531 Westgate Boulevard, Suite 100
- 5.6      Negotiate Scope of Work :      Friday, October 10, 2003 at 1:00 PM in Engineering Training Room at 531 Westgate boulevard, Suite 100
- 5.7      Review Meeting:      Monday, October 20, 2003 at 10:00 AM in Engineering Training Room at 531 Westgate Boulevard, Suite 100
- 5.8      Final Meeting:      Thursday, October 30, 2003 at 10:00 AM in Engineering Training Room at 531 Westgate Boulevard, Suite 100
- 5.9      Contract Signed by Firm:      Friday, November 7, 2003
- 5.10      Notice to Proceed :      Wednesday, December 10, 2003
- 5.11      Right of Way Documentation:      Monday, September 27, 2004
- 5.12      Final Design Completion:      Thursday, September 1, 2005.
- 5.13      Consultant shall propose intermediate milestone dates to meet Right of Way and Final Design Deadlines.

6      **SUBMITTAL REQUIREMENTS**

- 6.1      General Statement of Qualifications
  - 6.1.1      Firm name, address, and telephone number.
  - 6.1.2      Years established and former names.
  - 6.1.3      Types of services particularly qualified to perform as related to this project.
  - 6.1.4      Names of principals.

## *Replacement*

- 6.1.5 Names of key personnel, experiences of each , and length of service with the firm.
- 6.2 Proposal Contents and Evaluations Criteria.
  - 6.2.1 Describe and outline the Firm's approach to performing the work required by this project.
    - 6.2.1.1 Please refrain from repeating the RFP.
  - 6.2.2 A Proposed Project Schedule to meet or beat the tentative project schedule previously outlined in the RFP.
    - 6.2.2.1 Provisions for meaningful input from City project team during the final design phase of each project are essential and shall be addressed.
  - 6.2.3 Delineate the Project Team and Organization for this project.
    - 6.2.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
    - 6.2.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
    - 6.2.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
    - 6.2.3.4 Shall include resumes for project team members, key individuals, and sub-consultants.
  - 6.2.4 Describe the ability of the firm to meet the intent of required services outlined in this RFP.
    - 6.2.4.1 Time availability of team members to meet the tentative project schedule.
    - 6.2.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
    - 6.2.4.3 Cost estimating and cost control procedures used by firm on similar projects.
    - 6.2.4.4 A state of general qualifications and background experience of the firm and project team members, including sub-contractors in this type of project and work.
    - 6.2.4.5 A comparison to similar projects of similar size and capacity.
    - 6.2.4.6 Listing of types of anticipated assistance that may be required by the City.
    - 6.2.4.7 Provide four former clients (to include contact person, title, and telephone number) for which your firm was engaged with the past five (5) years to perform similar services as described herein.

## *Replacement*

### 6.3 Format

- 6.3.1 Please limit the submitted proposal to less than four (4) two-sided pages, excluding resumes.
- 6.3.2 Must be on plain white paper with black ink.
- 6.3.3 Must be stapled in the upper left hand corner.

### 6.4 Insurance

- 6.4.1 Contractor shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at :  
[http://interlinc.ci.lincoln.ne.us/city/finance/purch/ci\\_insur.htm](http://interlinc.ci.lincoln.ne.us/city/finance/purch/ci_insur.htm)
- 6.4.2 All certificates of insurance shall be filed with the City of Lincoln on the standard ***Accord Certificate Of Insurance*** form showing the specific limits of insurance coverage required in Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

## 7 **EVALUATION CRITERIA**

- 7.1 Understanding of the requirements of this project.
- 7.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 7.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 7.4 Background experience of the firm and the project team, as it directly relates to this project.
- 7.5 Record of past performance on similar projects.
- 7.6 Comments and opinions provided by references.
- 7.7 Quality and cost control procedures to be used on this project.
- 7.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
  - 7.8.1 Factors to be considered include: current work load (including current work with the City), and ability and willingness to commit the key personnel.
- 7.9 Clarity, conciseness, and organization of proposal.

## 8 **SUBMITTAL PROCEDURES**

- 8.1 Submit six (6) copies (one (1) original and five (5) copies) of your proposal to Mr. Vince M. Mejer, CPPO, CPM Purchasing Agent, City of Lincoln, Suite 200, “K” Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508, no later than the date and time stated in the Request for Proposals.
- 8.2 Mark the outside of the container with the Project number and name. Proposal must be submitted in a sealed container.

## *Replacement*

### 9 **CONTACTS**

- 9.1 Engineering Services will be the lead agency for the RFP and the described deliverables.
- 9.2 Contact regarding the proposal shall be made in writing to the Project Selection Committee Chair, Mr. Thomas Shafer , Design & Construction Manager, Engineering Services , fax 402-441-6576, or e-mail at [tshafer@ci.lincoln.ne.us](mailto:tshafer@ci.lincoln.ne.us) and cc to Vince M. Mejer at address above.
- 9.3 Any follow-up conversations with City Project Team will be directed by the Chair, if appropriate.
- 9.4 Any addenda to written questions or clarifications directed to Chair will be sent out by the City's Purchasing Division.
- 9.5 There will be no contacts will any other members of the selection or negotiating committee outside of the Pre-proposal meeting.
- 9.6 Please submit questions in writing in advance of the Pre-proposal meeting.
- 9.7 Failure to adhere to the guidelines for contacts may result in disqualification of your proposal.

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.



- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.